

No. 9/86/6 Lab./7830.—In pursuance of the Provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala, in respect of the dispute between the workman and the management of (i) State Transport Commissioner, Haryana, Chandigarh (ii) General Manager, Haryana Roadways, Yamuna Nagar.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

Reference No. 109 of 1985

SHRI DHAN PAT RAI, SON OF SHRI CHAMAN LAL C/O SHRI BALBIR SINGH, 126, LABOUR COLONY, YAMUNA NAGAR AND THE MANAGEMENT OF THE STATE TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH (II) GENERAL MANAGER, HARYANA ROADWAYS, YAMUNA NAGAR

Present.—

Shri Balbir Singh for workman.

Shri Pritam Singh for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—vide clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 referred dispute between Shri Dhan Pat Rai and G.M., Haryana Roadways, Yamuna Nagar to this Court. The terms of the reference are as under :—

“Whether termination of services of Shri Dhan Pat Rai, workman, is justified and correct, if not to what relief is he entitled ?”

Workman through his demand notice alleged that he had been in the service of the respondent management for the last two years as a Sweeper. His services were terminated with effect from 1st October, 1984, in violation of section 25 (F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management appeared contested the dispute and contended that appointment of workman was for a specific and limited period. The period of service of the workman expired on 30th September, 1984 and thereafter ; the contract of service of the workman was never renewed. So it is not a termination of services of the workman. In fact it is an expiry of contract of which was for an stipulated period. It was also contended that services of the workman came to an end in view of section 2 (oo)(bb) of Industrial Disputes Act, 1947. So provisions of section 25(F) of Industrial Disputes Act are not at all attracted in the present case. It was prayed that the reference be answered, in favour of management.

On the pleadings of the parties the following issues were framed :—

Issues :

1. Whether termination, dated 1st October, 1984 is just and correct, if not its effect ?
2. Relief.

I have heard Shri Balbir Singh, authorised representative for workman and Shri Pritam Singh, Representative of the respondent-management and have perused the oral and documentary evidence placed on the file. My issue wise findings are as under :

Issue No. 1

In support of this issue management examined Shri Baljit Singh, Clerk, Office of Haryana Roadways, Yamuna Nagar who stated that appointment of the workman was month wise on daily wages. His services of contract was renewed month wise or in other words month after month. Ultimately after 30th September, 1984 his service contract was never renewed it means that his service automatically came to an end on 30th September, 1984. In cross-examination he deposed that the intimation of renewal of monthwise contract regarding service of workman was intimated to him. He stated that he cannot say whether that intimation was ever received by the workman or not. But such an intimation was definitely despatched by the management to the workman.

Workman appeared as AW-1. He deposed that he served the respondent-management more than two years. His monthwise renewal of contract of service was never intimated to him. He further stated that before terminating his services no notice, no pay, in lieu of, notice period and no retrenchment compensation was paid to him. In cross-examination he specifically denied the suggestion that he was appointed on daily wages and monthwise.

In view of the above evidence I am of the considered opinion that perusal of evidence of the management and its record clearly shows that appointment of workman was on daily wages, monthwise. After the expiry of every month fresh orders of renewal of contract of services were intimated to the workman. Intimation letters were issued. It is evident from the file of the Management that the workman has refuted the receipt of such letters but this contention carries no weight because in ordinary course when a particular letter is despatched from a particular office it is bound to reach to addressee; in default it shall come back un-delivered to the office concerned. So in this case the letters which were sent to the workman were never returned un-delivered to the management. So there is a presumption that all such letters issued by the management were received by the workman.

The newly inserted amendment in section 2 (oo)(bb) reads that if the terms of contract of employment is not renewed or the employment was for a fixed period. Such an employment shall come to an end by the afflux of time and similar is the case in the dispute between the parties. The workman was given employment on daily wages, monthwise and after 30th September, 1984 his contract of employment was never renewed nor it was extended, so in view of the above amendment it is clear that there is no retrenchment of service of the workman. In other words service of the workman came to an end on the expiry of terms of contract of service, so section 25(F) of Industrial Disputes Act, 1947 is not attracted. Accordingly; there is no violation of provisions of section 25(F) of Industrial Disputes Act, 1947. So this issue is accordingly decided, in favour of management against workman.

Issue No. 2 : Relief.

For the fore going reasons on the basis of my findings on issue No. 1. I hold that the services of the workman came to an end on the expiry of period of contract of employment. It is not a termination of service in view of section 2 (oo)(bb) of Industrial Disputes Act, 1947. I pass award regarding the dispute between the parties accordingly.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

Dated : 29th August, 1986.

Endorsement No. 2199 dated 29th August, 1986.

Forwarded (Four Copies) to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

The 24th November, 1986

No. 9/6/86-6Lab./9383.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala, in respect of the dispute between the workman and the management of M/s. Sun Rice Paper and Board Mill, Orangabad Road, Yamuna Nagar.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

Reference No. 126 of 1986

between

SHRI KULDIP KUMAR, S/O SHRI MALRAJ C/O DR. SURINDER KUMAR SHARMA,
INTUC OFFICE, RAILWAY ROAD, JAGADHRI AND THE MANAGEMENT OF
THE MESSRS SUN RICE PAPER AND BOARD MILL, ORANGABAD ROAD,
YAMUNA NAGAR

Present.—

Shri Surinder Sharma for workman.

Shri Baham Singh for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—*vide* clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, referred dispute between Shri Kuldip Kumar and Messrs Sun Rice Paper and Board Mill, Orangabad Road, Yamuna Nagar to this Court. The terms of the reference are as under :—

“Whether the termination of services of Shri Kuldip Kumar, workman, is justified and correct? If not, to what relief is he entitled?”

Workman through his demand notice alleged that he had been coming in the service of respondent-management for the last four years on regular basis and worked up to 1st April, 1986. His services were terminated in violation of section 25(F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management was served, it appeared. During the pendency of the trial of this dispute parties reached at an amicable settlement. Today Respondent-management produced compromise Ex-C-1. According to it the workman compromised the dispute with the management on receipt of Rs. 471.65 np in full including the right of reinstatement as demanded in demand notice dated 14th May, 1986, in other words all the disputes of workman shall stand settled on receipt of Rs. 471.65 np. Respondent-Management also filed an receipt Ex-C-2 which reads that the workman has received Rs. 471.65 np from the management.

In view of compromise Ex-C-1 the dispute of the parties has been settled as compromised. So I pass award regarding the dispute between the parties accordingly.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

Dated, the 30th September, 1986.

Endorsement No. 2491, dated the 30th September, 1986.

Forwarded (four copies), to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

The 28th October, 1986.

No. 9/6/86-6 Lab. 7853.—In pursuance of the Provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the Workman and the management of (i) The State Transport Commissioner, Haryana, Chandigarh (ii) General Manager, Haryana Roadways, Yamuna Nagar

IN THE COURT OF SHRI V.P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT, AMBALA

Ref. No. 110 of 1985

SHRI LAL SINGH C/O SHRI BALBIR SINGH, 126, LABOUR COLONY, YAMUNA NAGAR AND THE MANAGEMENT OF THE STATE TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH (II) GENERAL MANAGER, HARYANA ROADWAYS, YAMUNA NAGAR.

Present : Shri Balbir Singh, for Workman.
Shri Pritam Singh for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—*vide* clause (C) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 referred to dispute between Shri Lal Singh workman and The G.M., Haryana Roadways, Yamuna Nagar, to this court. The terms of the reference are as under :—

“Whether termination of services of Shri Lal Singh, workman, is justified and correct, if not to what relief is he entitled to?”

Workman through his demand notice alleged that he had been in the service of the respondent management for the last two years as a Sweeper. His services were terminated w.e.f. 1st October, 1984 in violation of section 25(F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent management appeared contested the dispute and contended that appointment of workman was for a specific and limited period. The period of service of the workman expired on 30th September, 1984 and thereafter, the contract of service of the workman was never renewed, so it is not a termination of services of the workman. In fact it is an expiry of contract which was for an stipulated period. It was also contended that services of workman came to an end in view of section 2-(oo)(bb) of the Industrial Disputes Act, 1947. So provisions of section 25(F) of Industrial Disputes Act are not at all attracted in the present case. It was prayed that the reference be answered in favour of management.

On the pleadings of the parties the following issues were framed:

Issued :

1. Whether termination dated 1st October, 1984 is justified and correct, if not its effect?
2. Relief.

I have heard Shri Balbir Singh, Authorised Representative for workman and Shri Pritam Singh Representative of the respondent management and have perused the oral and documentary evidence placed on the file. My issue wise findings are as under:

Issue No. 1 :

In support to of this issue management examined Shri Baljit Singh, Clerk office of Haryana Roadways, Yamuna Nagar who stated that appointment of the workman was month wise or on daily wages. His services of contract was renewed month wise or in other words month after month. Ultimately after 30th September, 1984 his service contract was never renewed it means that his services automatically came to an end on 30th September, 1984. In cross examination he deposed that the intimation of renewal of month wise contract regarding service of workman was intimated to him. He stated that he cannot say whether that intimation was ever received by the workman or not. But such an intimation was definitely despatched by the management to the workman.

Workman appeared as AW-I. He deposed that he served the respondent management more than two years. His month wise renewal of contract of service was never intimated to him. He further stated that before terminating his services no notice, no pay, in lieu of notice period and no retrenchment compensation was paid to him. In cross-examination he specifically denied the suggestion that he was appointed on daily wages and month wise.

In view of the above evidence I am of the considered opinion that perusal of evidence of the management and its record clearly shows that appointment of workman was on daily wages, month wise. After the expiry of every month fresh orders of renewal of contract of services were intimated to the workman. Intimation letters were issued. It is evident from the file of the Management. The workman has refuted the receipt of such letters but this contention carries no weight because in ordinary course when a particular letter is despatched from a particular office, it is bound to reach to addressees, in default it shall come back un-delivered to the office concerned. So in this case the letters which were sent to the workman were never returned un-delivered to the management. So there is a presumption that all such letters issued by the management were received by the workman.

The newly inserted amendment in section 2-(oo) (bb) reads that if the terms of contract of employment is not renewed or the employment was for a fixed period. Such an employment shall come to an end by the efflux of time and similar is the case in the dispute between the parties. The workman was given employment on daily wages, monthwise and after 30th September, 1984. his contract of employment was never renewed nor it was extended, so in view of the above amendment it is clear that there is no retrenchment of service of the workman. In other words services of the workman came to an end on the expiry of terms of contract of service, so section 25(F) of Industrial Disputes Act, 1947 is not attracted. Accordingly, there is no violation of provisions of sections 25(F) of Industrial Disputes Act, 1947. So this issue is accordingly decided, in favour of, management against workman.

Issue No. 2 Relief :

For the foregoing reasons on the basis of my findings on issue No. 1. I hold that the services of the workman came to an end on the expiry of period of contract of employment. It is not a termination of services in view of section 2-(oo)(bb) of Industrial Disputes Act, 1947. I pass award regarding the dispute between the parties accordingly.

(V.P.CHAUDHRY).

Presiding Officer,
Labour Court, Ambala.

Dated : 29th August, 1986

Endst. No. 2206 Dated : 29th August, 1986.

Forwarded(Four Copies) to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 16 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

The 30th October, 1986.

No. 9/86-6 Lab. 7700.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Amar Engineering Works, Plot No. 106, Sector 6, Faridabad.

BEFORE SHRI S. B. AHUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 27 1984.

Between

SHRI JOGINDER SINGH, WORKMAN C/O BHARTIYA MAZDOOR SANGH NELLAM
BATA ROAD, FARIDABAD AND THE MANAGEMENT OF M/S AMAR
ENGINEERING WORKS, PLOT NO. 106, SECTOR-6,
FARIDABAD

Present:—

Shri R. C. Sharma for the management.
None for the workman.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (hereinafter referred to as the Act), the Governor of Haryana referred the following dispute between Shri Joginder Singh, Workman and the Management of M/s Amar Engineering Works, Plot No. 106, Sector 6, Faridabad to this Tribunal for adjudication:—

"Whether the termination of service of Shri Joginder Singh was justified and in order? If not, to what relief is he entitled?"

2. On receipt of the reference, notices were issued to both the parties. The parties appeared. The case of the petitioner is that he was appointed as Drillman with the respondent factory in the year 1975 on salary of Rs. 365 per month and worked there till 15th October, 1983. He alleged that the Management terminated his service on that date without any notice or payment of retrenchment compensation. He also alleged that the Management was indulging in unfair labour practice from the very beginning in as much as the respondent was not marking the attendance of the workman in the attendance register. He also alleged that the payment was made to them on vouchers and no entry was made in the wage register.

3. The respondent in its written statement controverted the allegation of the petitioner. It was pleaded that the petitioner joined service with them on 1st February, 1983 on purely temporary basis for two months and that his services were terminated on 27th March, 1983. It was denied that the Management ever adopted any unfair labour practice as alleged.

4. The petitioner reiterated his stand in the replication.

5. On the pleadings of the parties, the following issues were framed by Shri R. N. Batra, my predecessor:—

(1) Whether the claimant joined service on purely temporary basis for two months as pleaded? OPM

(2) Whether the termination of service of Shri Joginder Singh was justified and in order? If not, to what relief is he entitled? OPM

6. The petitioner examined himself as WW-1 and produced on record Note Book Ex. W-1 and W-2 and letters Ex. W-3 to W-10. Beside this he examined Shri Rajinder Singh as WW-2. The Management examined Shri Bhagirath MW-1 and Shri Amar Nath MW-2. The respondent produced appointment letter Ex. M-1 and copy of the proceedings of the Labour-cum-Conciliation Officer Ex. M-2 and Ex. M-3 letter submitted by the respondent before Labour-cum-Conciliation Officer.

7. The workman lateron absented himself. His authorised representative also did not appear and as such *ex parte* proceedings were taken against the petitioner on 11th August, 1986. I have heard Shri R. C. Sharma, Authorised Representative for the respondent. My findings on the aforesaid issues are as under:—

Issue No. 1:

8. Ex. M-1 is the application form-cum-appointment letter Shri Joginder Singh petitioner had admitted his signatures of this form in cross examination, but added that his signatures were obtained when the form was blank. This application cum-appointment letter clearly shows that Sh. Joginder Singh was appointed as Drillman with effect from 1st February, 1983 for two months on temporary basis. His plea that he had signed on the blank form, does not inspire confidence because he has not sent any complaint to any higher authority that his signatures were obtained on blank form. His mere *ipse dixit* that he worked from 1965 to 1983 with the respondent factory cannot be accepted because his stand is believed by the appointment letter. His attendance is not marked in the register during this period. Shri Bhagirath MW-1 has brought the attendance register and payment of wages register since 1975 onwards. The petitioner's stand in the claim statement is that he was appointed as Drillman in the year 1975 but in his statement before this Tribunal, he stated that he was appointed in the year 1965. The petitioner's stand is self contradictory. No weight can also be attached to the testimony of Shri Rajinder Singh WW-2 who claims to have worked in the respondent factory from 1977 to 1983. The assertion on the part of Shri Joginder Singh WW-1 and Rajinder Singh WW-2 that respondent was not marking attendance in the attendance register of all the employees is also without any merit because the petitioner has not examined Labour-cum-conciliation Officer before whom he has allegedly made complaint against the Management of this unfair labour practice. The petitioner could produce the copy of the complaint allegedly submitted by him before Labour Officer but he did not summon the relevant record to substantiate his stand that the Management was not marking attendance of all the employees.

The petitioner has also relied upon the Note Books Ex. W-1 and W-2. According to him daily production was recorded by Shri Amar Lal proprietor of the respondent factory in his own hand but Shri Amar Nath MW-2 has categorically denied that there is any entry in his writing in the said note books. He has also stated that his father is looking after M/s Amar Engineering Works and that he has nothing to do with the said factory. There are no reason to disbelieve to him. Apart from it, the petitioner also placed reliance upon the letters Ex. W-3 W-9 to support his plea that he had been working with the respondent during the year 1979 to 1983. These letters only indicate that the Manager of the Amar Engineering works has written to one Doctor R. S. Verma for giving treatment to one Shri Joginder Singh. The petitioner stand that these letters are signed by Shri Amar Lal is also believed by the testimony of Shri Amar Nath MW-2 who has categorically stated that these letters do not bear his signatures. It is also worth while to point out that Joginder Singh in his cross examination had admitted that there is an other person named Joginder Singh who was a Foreman in the Factory. The petitioner has not brought any material on record to show that these letters Ex. W-3 to W-9 pertained to him. He has not even examined Doctor. R.S. Verma. His non-examination is fatal to the petitioner as Dr. R. S. Verma was the best person to make the position clear whether any treatment was given to this petitioner,—vide letter Ex. W-3 to W-9.

In view of the above discussion, I prefer the plea of the respondent that the petitioner had worked only for two months w.e.f. 1st February, 1983 onward because their stand is corroborated by the application form cum appointment letter Ex. M-1 which is signed by the Petitioner Joginder Singh. Thus it is held that the petitioner-joined service on purely temporary basis for two months. The issue is answered in favour of the respondent management.

Issue No. 2 :

In view of my findings on issue No. 1 it is established that he joined service on temporary basis with effect from 1st February, 1983. It is also clear from the testimony of Shri Bhagirath MW-1 that the petitioner's services were terminated w. e. f. 26th March, 1983. Thus the petitioner has worked for about two months. He was not entitled to protection of provisions of Section 25-F of the Act as he worked for less than one year with the respondent. Thus the respondent was within its right to terminate the services of the petitioner as he was working on purely temporary basis. The termination of the petitioner's services is justified and in order. He is not entitled to claim any relief. The issue is also answered in favour of the respondent-management. The reference is answered accordingly. There shall be no order as to costs.

Dated :28th August, 1986

S. B. AHUJA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endst. No. 592, dated the 29th August, 1986

Forwarded (four copies) to the Financial Commissioner & Secretary to Govt. Haryana Labour & Employment Departments, Chandigarh as required under Section 15 of the Industrial Disputes, Act, 1947.

S. B. AHUJA,
Presiding Officer,
Industrial Tribunal Haryana,
Faridabad.

KULWANT SINGH,
Secretary to Government, Haryana.
Labour and Employment Department.